



CSX DISTRIBUTION SERVICES & CSX EQUIPMENT

Robert F. Hochwarth
Senior Counsel

8-221A012

100 North Charles Street
Baltimore, MD 21201
(301) 237-4605

August 4, 1988

RECORDATION NO. 7103-4 FILE 1988

AUG 8 1988 - 10 40 AM

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Attention: Recordation Unit
12th Street & Constitution Avenue, N.W.
Washington, DC 20423

Gentlemen:

On behalf of CSX Transportation, Inc., enclosed for filing and recording under 49 U.S.C. §11303(a) and the regulations promulgated thereunder, are four executed counterparts of a secondary document, not previously recorded, entitled Indenture of Release dated July 16, 1988.

The parties to the enclosed release are:

Mercantile-Safe Deposit and Trust Company,
Trustee (Trustee)
Two Hopkins Plaza
Baltimore, MD 21203

CSX Transportation, Inc. (Vendee)
Successor by merger to Seaboard
Coast Line Railroad Company (SCL)
100 North Charles Street
Baltimore, MD 21201

The enclosed document, among other things, terminates that certain Equipment Trust Agreement dated as of July 16, 1973 between the Trustee and SCL, recorded with the Interstate Commerce Commission on June 13, 1973 and assigned Recordation No. 7103. Said document also releases all of the equipment under said Equipment Trust Agreement as amended and supplemented.

The units of equipment covered by the enclosed document are all units identified in the Equipment Trust Agreement as amended and supplemented. A short summary of the document to appear in the ICC Index is as follows:

"Full and Complete Release."

100 OFFICE OF
THE SECRETARY
AUG 8 11 27 AM '88
MOTOR OPERATING UNIT

100 OFFICE OF
THE SECRETARY
AUG 8 10 31 AM '88
MOTOR OPERATING UNIT

Enclosed is a check in the amount of \$13 in payment of the filing fee.

Once the filing has been made, please return to the undersigned stamped copies of the Release not needed for your files, together with the fee receipt, a copy of the letter from the ICC acknowledging the filing, and an extra copy of this letter of transmittal.

Very truly yours,

A handwritten signature in dark ink, appearing to read "R. J. Forchuck". The signature is written in a cursive, slightly slanted style.

RFH/mw
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

8/8/88

Robert F. Hochwarth
CSX Transportation
100 North Charles Street
Baltimore, MD 21201

Dear

Sir

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/8/88 at 10:40AM, and assigned recodation number(s). 7103-H

Sincerely yours,

Narta R. McEwen

Secretary

Enclosure(s)

REGISTRATION NO. 7103-H FILED 1988

AUG 8 1988 - 10 40 AM

INTERSTATE COMMERCE COMMISSION

THIS INDENTURE OF RELEASE, dated this 18th day of July, 1988, between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, of Baltimore, Maryland, a corporation duly organized and existing under the laws of the State of Maryland, hereinafter called the "Trustee", and CSX TRANSPORTATION, INC. (formerly Seaboard Coast Line Railroad Company), a corporation duly organized and existing under the laws of the Commonwealth of Virginia, hereinafter called the "Railroad Company",

WITNESSETH:

WHEREAS, by an Equipment Trust Agreement dated as of July 16, 1973 between the Trustee and the Railroad Company, it was provided, among other things:

(1) The Railroad Company would cause to be constructed and transferred to the Trustee certain railroad equipment as hereinafter more particularly described, at a cost of approximately \$15,257,750;

(2) Title to such railroad equipment is to be vested in and retained by the Trustee, and such railroad equipment is to be leased to the Railroad Company for a term of fifteen (15) years upon condition that the Railroad Company would make certain rental payments therefor;

(3) Trust certificates (as hereinafter described) are to be issued and sold and the net proceeds of the sale of such certificates together with such other cash, if any, as may be required to be deposited by the Railroad Company, constituting a fund equal to \$12,150,000 are to be deposited with the Trustee and applied by the Trustee in part payment of the cost of the railroad equipment, the remainder of the cost to be paid out of advance rentals to be paid by the Railroad Company;

(4) The Trustee agreed to issue and deliver as the Railroad Company shall direct certain trust certificates; to pay to the manufacturer or manufacturers out of said fund of \$12,150,000 an amount not exceeding 80% of the cost of said equipment as and when delivered to the Trustee; to pay to the manufacturer or manufacturers the remainder of said cost as received from the Railroad Company; and to hold title to said equipment and all of its interest and rights under said Equipment Trust Agreement in trust for the use and benefit of the holders of said trust certificates, designated "Seaboard Coast Line Railroad Equipment Trust, No. 11, Equipment Trust Certificate", for the aggregate amount of \$12,150,000;

WHEREAS, there was sold and delivered to the Trustee under said Equipment Trust Agreement, and the Trustee leased to the Railroad the following described railroad equipment:

Equipment

- 300 100-ton covered hopper cars, bearing road numbers SCL 241300-241599, inclusive;
- 250 100-ton box cars, bearing road numbers SCL 95150-95349, inclusive, and 99200-99249, inclusive; and
- 200 100-ton gondola cars, bearing road numbers SCL 201000-201199, inclusive;

WHEREAS, said Equipment Trust Agreement was, in accordance with the provisions thereof, filed and recorded with the Interstate Commerce Commission, pursuant to 49 U.S.C. Section 11303, on July 13, 1973 and assigned Recordation No. 7103;

WHEREAS, Section 4.5 of said Equipment Trust Agreement provided that upon termination of the lease and after all payments due or to become due from the Railroad Company shall have been completed and fully made to the Trustee, (1) such payments shall be applied and treated as purchase money and as the full purchase price of the Trust Equipment, (2) any moneys remaining in the hands of the Trustee after providing for all outstanding Trust Certificates and dividend warrants and after paying the expenses of the Trustee, including its reasonable compensation, shall be paid to the Railroad Company, (3) title to all the Trust Equipment shall vest in the Railroad Company, and (4) the Trustee shall execute for record in public

offices, at the expense of the Railroad Company, such instrument or instruments in writing as reasonably shall be requested by the Railroad Company in order to make clear upon public records the Railroad Company's title to all of the Trust Equipment under the laws of any jurisdictions; and

WHEREAS, the Railroad Company has paid, satisfied and discharged the principal amount of all said trust certificates issued by the Trustee under said Equipment Trust Agreement, and has paid, satisfied and discharged all the dividend warrants at any time attached to said trust certificates, and in all other respects has paid or faithfully performed, carried out and satisfied all of its obligations under said Equipment Trust Agreement, and the Railroad Company is therefore entitled to receive from the Trustee an instrument in writing which will have the effect of vesting in the Railroad Company title to said equipment;

NOW, THEREFORE, in consideration of the premises and One Dollar (\$1.00) paid to it by the Railroad Company, receipt of which is hereby acknowledged, Mercantile-Safe Deposit and Trust Company, of Baltimore, Maryland, as Trustee aforesaid, does hereby bargain, sell, assign, transfer, release, and set over to CSX Transportation, Inc., its successors and assigns, all and singular the railroad equipment

hereinabove more particularly described, and any and all railroad equipment which may have been substituted therefor, title to which was acquired by said Trustee under said Equipment Trust Agreement and which was leased to the Railroad Company by said Trustee under said Agreement, to have and to hold forever, absolutely, as its sole and exclusive property, free and clear of any limitation, restriction or trust.

CSX Transportation, Inc., for itself, its successors and assigns, hereby releases and discharges the Trustee, its successors and assigns, from any and all liability arising or in any manner resulting from said Equipment Trust Agreement.

This Indenture may be simultaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, Mercantile-Safe Deposit and Trust Company, of Baltimore, Maryland, as Trustee under said Equipment Trust Agreement, No. 11, dated as of July 16, 1973, and CSX Transportation, Inc. have caused this Indenture to be signed in their behalf, respectively, and their respective

corporate seals to be hereunder affixed, as of the day and year first hereinabove written.

**MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, Trustee**

By


Vice President

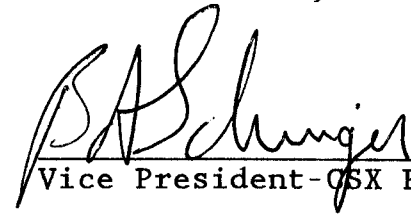
(Corporate Seal)

ATTEST:


~~Asst.~~ Corporate Trust Officer

CSX TRANSPORTATION, INC.

By


Vice President-CSX Rail Transport

(Corporate Seal)

ATTEST:


Assistant Secretary

STATE OF MARYLAND)
COUNTY) ss:
CITY OF BALTIMORE)

On this 18th day of July, 1988, before me personally appeared R.E. SCHREIBER, to me personally known, who, being by me duly sworn, says that he is a Vice President of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My Commission Expires:

11-1-90

Patricia A. Conn
Patricia A. Conn

Notary Public

STATE OF FLORIDA)
COUNTY OF DUVAL) ss:

On this 7th day of June 1988, before me personally appeared B.A. Schwinger, to me personally known, who, being by me duly sworn, says that he is Vice President-CSX Rail Transport of CSX Transportation, Inc., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My Commission Expires:

Cathy R. Hudson
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Jan. 26, 1992
Bonded thru Patterson-Becht Agency